

48 Wall Street,  
New York 5, N.Y.,

May 22, 1946.

Dear H.B.G.:

I received this morning a cablegram reading as follows:

"Conclude contract American edition wait further instructions concerning British edition. Agree with point three. The most important chapter second volume arrive latest end June. World copyright in our hand we deal with author and pay all income tax here. Agree with your arrangement newspaper copyprints Please airmail settled conditions for drawing up contract. Fretz and Wasmuth"

At the same time I received from Houghton Mifflin a draft of contract between you and them which I am now discussing with them and will not burden you with it until I have ironed out one or two points.

Frankly, I am somewhat puzzled about the actual legal situation and do not know how to proceed until the matter is clarified. Have you turned over to Fretz & Wasmuth all rights, including American rights and, if so, what are the terms of this assignment or transfer and who has the right to conclude a contract for the American and Canadian rights with Houghton Mifflin? I was quite prepared to go ahead and conclude an arrangement on your behalf but if I am acting for a Swiss publishing house, I feel somewhat differently about the matter and would prefer that they should make the deal directly with Houghton Mifflin. Naturally, I would be glad to help in ironing out any details.

There is one point which disturbs me, namely, the situation of a Swiss publishing house holding property for one who is technically a German national. The negotiations between American and Swiss governments are still in progress and I do not know what the final result will be, but it seems likely that certain German assets in Switzerland will be seized and divided between the Swiss and the Allied governments. While I would certainly assume that this should not include an asset such as your royalties, I would not wish to have you caught by a technicality and until the final text of the American-Swiss agreement is available, I cannot judge as to its scope.

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When this whole matter started I looked to you only for advice and I do not recall that I ever received authorization from you to act under instructions from Fretz & Wasmuth. I hope you will be able to clear up this whole matter for me as soon as possible and meanwhile I will try to get a contract in shape for mailing to Switzerland.

You will be interested to know that I received from Nurnberg through the courtesy of Justice Jackson the entire stenographic notes of your testimony and read them from beginning to end the other night. As a lawyer and appreciating the difficulties of a witness on the stand which must have been greatly complicated by the language difficulties and the number of examining and cross-examining attorneys, I offer you my sincerest congratulations on a masterly job. It seems to me that you made a most impressive statement and avoided with great skill the traps which the various lawyers set for you. I had a letter from Justice Jackson the other day in which he stated that you had fulfilled the expectations which I had expressed in my letters to him, and that your testimony was most impressive. Now that I have read it I can fully appreciate this.

Please let me have some word from you as soon as possible about the book so that we can clear up this last problem.

Faithfully yours,

H. B. Gisevius, Esq.,  
Commugny sur Coppet,  
Vaud, Switzerland.